

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MARK ROBERTI, Individually
and on Behalf of All Others
Similarly Situated,

Plaintiff,

v.

OSI SYSTEMS, INC., DEEPAK
CHOPRA, ALAN I. EDRICK, and
AJAY MEHRA,

Defendants.

Case No. 2:13-cv-09174-MWF

[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a securities class action is pending in this Court entitled *Roberti v. OSI Systems, Inc., et al.*, Case No. 2:13-cv-09174-MWF (the “Action”);

WHEREAS, (a) Lead Plaintiff Arkansas State Highway Employees Retirement System, on behalf of itself and the Settlement Class (defined below), and (b) defendants OSI Systems, Inc. (“OSI”), Deepak Chopra, Alan I. Edrick, and Ajay

1 Mehra (collectively, the “Individual Defendants,” and with OSI, the “Defendants”)
2 (Defendants and Lead Plaintiff are collectively referred to herein as the “Parties”),
3 have entered into a Stipulation and Agreement of Settlement (the “Stipulation”) that
4 provides for a complete dismissal with prejudice of the claims asserted against
5 Defendants in the Action on the terms and conditions set forth in the Stipulation,
6 subject to the approval of this Court (the “Settlement”);

7 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms
8 herein shall have the same meaning as they have in the Stipulation;

9 WHEREAS, by Order dated September 2, 2015 (the “Preliminary Approval
10 Order”), this Court (a) preliminarily approved the Settlement; (b) certified the
11 Settlement Class solely for purposes of effectuating the Settlement; (c) ordered that
12 notice of the proposed Settlement be provided to potential Settlement Class
13 Members; (d) provided Settlement Class Members with the opportunity either to
14 exclude themselves from the Settlement Class or to object to the proposed
15 Settlement; (e) approved of the proposed forms of the notice of the Settlement; and
16 (f) scheduled a hearing regarding final approval of the Settlement;

17 WHEREAS, Lead Counsel has filed with the Court proof, by affidavit or
18 declaration, of such mailing and publication of the Notice and Summary Notice;

19 WHEREAS, due and adequate notice has been given to the Settlement Class;

20 WHEREAS, the Court conducted a hearing on December 7, 2015 (the
21 “Settlement Hearing”) to consider, among other things, (a) whether the terms and
22 conditions of the Settlement are fair, reasonable and adequate to the Settlement
23 Class, and should therefore be approved; and (b) whether a judgment should be
24 entered dismissing the Action with prejudice as against the Defendants; and

25 WHEREAS, the Court having reviewed and considered the Stipulation, all
26 papers filed and proceedings held herein in connection with the Settlement, all oral
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1 and written comments received regarding the Settlement, and the record in the
2 Action, and good cause appearing therefor;

3 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
4 DECREED:

5 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the
6 Action, and all matters relating to the Settlement, as well as personal jurisdiction
7 over all of the Parties and each of the Settlement Class Members.

8 2. **Incorporation of Settlement Documents** – This Judgment
9 incorporates and makes a part hereof: (a) the Stipulation; and (b) the Notice and the
10 Summary Notice that were disseminated and published, copies of which were filed
11 with the Court in advance of the Settlement Hearing.

12 3. **Class Certification for Settlement Purposes** – The Court hereby
13 affirms its determinations in the Preliminary Approval Order certifying, for the
14 purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a)
15 and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class
16 consisting of all persons and entities that purchased or otherwise acquired OSI
17 common stock between January 24, 2012, and December 6, 2013, inclusive, and
18 were damaged thereby. Excluded from the Settlement Class are Defendants;
19 members of the Immediate Family of each of the Individual Defendants; the Officers
20 and directors of OSI; any entity in which any Defendant has a controlling interest;
21 and the legal representatives, heirs, successors or assigns of any such excluded party.
22 Also excluded from the Settlement Class are any persons and entities listed on
23 Exhibit 1 hereto that have submitted a timely and valid request for exclusion
24 pursuant to the Notice and that have not opted back into the Settlement Class.

25 4. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal
26 Rules of Civil Procedure, and for the purposes of the Settlement only, the Court
27 hereby affirms its determinations in the Preliminary Approval Order appointing
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1 Lead Plaintiff as Class Representative for the Settlement Class and appointing Lead
2 Counsel as Class Counsel for the Settlement Class. Lead Plaintiff and Lead Counsel
3 have fairly and adequately represented the Settlement Class both in terms of
4 litigating the Action and for purposes of entering into and implementing the
5 Settlement and have satisfied the requirements of Federal Rules of Civil Procedure
6 23(a)(4) and 23(g), respectively.

7 5. **Notice** – The Court finds that the dissemination of the Notice and the
8 publication of the Summary Notice: (a) were implemented in accordance with the
9 Preliminary Approval Order; (b) constituted the best notice practicable under the
10 circumstances; (c) constituted notice that was reasonably calculated, under the
11 circumstances, to apprise Settlement Class Members of (i) the pendency of the
12 Action; (ii) the effect of the proposed Settlement (including the Releases to be
13 provided thereunder); (iii) Lead Counsel’s motion for an award of attorneys’ fees
14 and reimbursement of Litigation Expenses; (iv) their right to object to any aspect of
15 the Settlement, the Plan of Allocation and/or Lead Counsel’s motion for attorneys’
16 fees and reimbursement of Litigation Expenses; (v) their right to exclude themselves
17 from the Settlement Class, the requirements for requesting exclusion, and the effect
18 of exclusion; and (vi) their right to appear at the Settlement Hearing; (d) constituted
19 due, adequate, and sufficient notice to all persons and entities entitled to receive
20 notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of
21 the Federal Rules of Civil Procedure, the United States Constitution (including the
22 Due Process Clause), the Private Securities Litigation Reform Act of 1995,
23 15 U.S.C. § 78u-4, *et seq.*, as amended, and all other applicable law and rules.

24 6. **Final Settlement Approval and Dismissal of Claims** – Pursuant to,
25 and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court
26 hereby fully and finally approves the Settlement set forth in the Stipulation in all
27 respects (including, without limitation: the amount of the Settlement; the Releases
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1 provided for therein, including the release of the Released Plaintiffs' Claims as
2 against the Defendants' Releasees; and the dismissal with prejudice of the claims
3 asserted against Defendants in the Action), and finds that the Settlement is, in all
4 respects, fair, reasonable and adequate. The Parties are directed to implement,
5 perform and consummate the Settlement in accordance with the terms and provisions
6 contained in the Stipulation.

7 7. The Action and all Released Claims of the Settlement Class are hereby
8 dismissed with prejudice. The Parties shall bear their own costs and expenses,
9 except as otherwise expressly provided in the Stipulation.

10 8. **Binding Effect** – The terms of the Stipulation and of this Judgment
11 shall be forever binding on Defendants, Lead Plaintiff and all other Settlement Class
12 Members (regardless of whether or not any individual Settlement Class Member
13 submits a Proof of Claim Form or seeks or obtains a distribution from the Net
14 Settlement Fund), and the Releasees, as well as their respective heirs, executors,
15 administrators, predecessors, successors, and assigns, in their respective capacities
16 as such. The persons and entities listed on Exhibit 1 hereto that have submitted a
17 timely and valid request for exclusion pursuant to the Notice and that have not opted
18 back into the Settlement Class shall not bound by the terms of the Stipulation or this
19 Judgment.

20 9. **Releases** – The Releases set forth in the Stipulation are expressly
21 incorporated herein in all respects. The Releases are effective as of the Effective
22 Date. Accordingly, this Court orders that:

23 (a) Without further action by anyone, and subject to paragraph 10
24 below, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other
25 Settlement Class Members (whether or not such person submits a Claim Form), on
26 behalf of themselves, and their respective heirs, executors, administrators,
27 predecessors, successors, and assigns, in their capacities as such, shall be deemed to
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1 have, and by operation of law and of this Judgment shall have, fully, finally and
2 forever compromised, settled, released, resolved, relinquished, waived and
3 discharged each and every Released Plaintiffs' Claim (including, without limitation,
4 any Unknown Claims) against the Defendants and the other Defendants' Releasees,
5 and each of them individually, and shall forever be enjoined from prosecuting any
6 or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.
7 This Release shall not apply to any Excluded Claim and shall not apply to the persons
8 and entities listed on Exhibit 1 hereto.

9 (b) Without further action by anyone, and subject to paragraph 10
10 below, upon the Effective Date of the Settlement, Defendants, on behalf of
11 themselves, and their respective heirs, executors, administrators, predecessors,
12 successors, and assigns, in their capacities as such, shall be deemed to have, and by
13 operation of law and of this Judgment shall have, fully, finally and forever
14 compromised, settled, released, resolved, relinquished, waived and discharged each
15 and every Released Defendants' Claim (including, without limitation, any Unknown
16 Claims) against Lead Plaintiff and the other Plaintiffs' Releasees, and each of them
17 individually, and shall forever be enjoined from prosecuting any or all of the
18 Released Defendants' Claims against any of the Plaintiffs' Releasees.

19 10. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Judgment
20 shall bar any action by any of the Parties to enforce or effectuate the terms of the
21 Stipulation or this Judgment.

22 11. **Rule 11 Findings** – The Court finds and concludes that the Parties and
23 their respective counsel have complied in all respects with the requirements of Rule
24 11 of the Federal Rules of Civil Procedure in connection with the institution,
25 prosecution, defense, and settlement of the Action.

26 12. **No Admissions** – Neither this Judgment, the Stipulation (whether or
27 not the Settlement is consummated), including the exhibits thereto and the Plan of
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1 Allocation contained therein (or any other plan of allocation that may be approved
2 by the Court), the negotiations leading to the execution of the Stipulation, nor any
3 proceedings taken pursuant to or in connection with the Stipulation and/or approval
4 of the Settlement (including any arguments proffered in connection therewith):

5 (a) shall be offered against any of the Defendants' Releasees as
6 evidence of, or construed as, or deemed to be evidence of any presumption,
7 concession, or admission by any of the Defendants' Releasees with respect to the
8 truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or
9 could have been asserted, including as to class certification, or the deficiency of any
10 defense that has been or could have been asserted in this Action or in any other
11 litigation, including but not limited to the Released Claims, or of any liability,
12 negligence, fault, or other wrongdoing of any kind of any of the Defendants'
13 Releasees or in any way referred to for any other reason as against any of the
14 Defendants' Releasees, in any civil, criminal or administrative action or proceeding,
15 other than such proceedings as may be necessary to effectuate the provisions of the
16 Stipulation;

17 (b) shall be offered against any of the Plaintiffs' Releasees, as
18 evidence of, or construed as, or deemed to be evidence of any presumption,
19 concession or admission by any of the Plaintiffs' Releasees that any of their claims
20 are without merit, that any of the Defendants' Releasees had meritorious defenses,
21 or that damages recoverable under the Complaint would not have exceeded the
22 Settlement Amount or with respect to any liability, negligence, fault or wrongdoing
23 of any kind, or in any way referred to for any other reason as against any of the
24 Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding,
25 other than such proceedings as may be necessary to effectuate the provisions of the
26 Stipulation; or

1 (c) shall be construed against any of the Releasees as an admission,
2 concession, or presumption that the consideration to be given under the Settlement
3 represents the amount which could be or would have been recovered after trial.

4 13. Notwithstanding Paragraph 12, the Parties and the Releasees and their
5 respective counsel may file or refer to the Stipulation or this Judgment in any action
6 that may be brought against them in order to support a defense or counterclaim based
7 on principles of *res judicata*, collateral estoppel, release, statute of limitations,
8 statute of repose, good-faith settlement, judgment bar or reduction, or any theory of
9 claim preclusion or similar defense or counterclaim, to effectuate the liability
10 protection granted them under any applicable insurance policies. The Parties may
11 file or refer to the Stipulation or this Judgment in any action that may be brought to
12 enforce the terms of the Stipulation and/or this Judgment.

13 14. **Retention of Jurisdiction** – Without affecting the finality of this
14 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:
15 (a) the Parties for purposes of the administration, interpretation, implementation and
16 enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any
17 motion for an award of attorneys' fees and/or reimbursement of Litigation Expenses
18 by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any
19 motion to approve the Plan of Allocation; (e) any motion to approve the Class
20 Distribution Order; and (f) the Settlement Class Members for all matters relating to
21 the Action.

22 15. Separate orders shall be entered regarding approval of a plan of
23 allocation and the motion of Lead Counsel for an award of attorneys' fees and
24 reimbursement of Litigation Expenses. Such orders shall in no way disturb or affect
25 any of the terms of this Judgment, or affect or delay the finality of this Judgment,
26 and shall not affect or delay the Effective Date of the Settlement.

16. **Modification of the Stipulation and Agreement of Settlement** – Without further approval from the Court, Lead Plaintiff and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Lead Plaintiff and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, (a) this Judgment (other than Paragraph 12) shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and shall not prejudice the rights of Lead Plaintiff, other Settlement Class Members, and the Defendants; (b) the Parties shall revert to their respective positions in the Action on July 30, 2015; and (c) the balance of the Settlement Fund shall be refunded as provided in further detail in the Stipulation.

18. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

SO ORDERED this _____ day of _____, 2015.

Honorable Michael W. Fitzgerald
United States District Judge

Exhibit 1

William Montanez